

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

RACE-MART, INC.)
Plaintiff,) Civil Action No. 1:12-CV-07977
v.)
WINDYCITY AUTO SUPPLIERS, LLC)
d/b/a AUTOPLICITY.COM)
and)
EDWARD LICHSTEIN)
Defendants.)

STIPULATED MOTION TO DISMISS

The parties having settled their differences by means of a Settlement Agreement, executed and effective as of June 5, 2013, the Plaintiff hereby moves for the entry of the Stipulated Order of Dismissal as set forth in Exhibit A.

Respectfully submitted,

/s/ NAR
Natalie A. Remien
REMIEN LAW, INC.
55 W. Monroe Street, Suite 1700
Chicago, Illinois 60603

Attorney for Plaintiff Race-Mart, Inc.

Date: June 17, 2013


Bryan T. Butcher
Law Offices of Bryan T. Butcher
626 W. Randolph Ave., Suite 301
Chicago, Illinois 60661

Attorney for Defendants Windycity Auto
Suppliers, LLC d/b/a Autoplicity.com
and Edward Lichstein

Date: 6/18/13

Exhibit A

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FOR THE NORTHERN DISTRICT OF ILLINOIS
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Plaintiff,) Civil Action No. 1:12-CV-07977
v.)
WINDYCITY AUTO SUPPLIERS, LLC)
d/b/a AUTOPLICITY.COM)
and)
EDWARD LICHSTEIN)
Defendants.)

STIPULATED ORDER OF DISMISSAL

The parties having settled their differences by means of a Settlement Agreement, executed and effective as of June 5, 2013, and the Court being fully informed in the premises, IT IS HEREBY ORDERED:

1. This case is hereby dismissed against all Defendants, with prejudice, subject only to the Court retaining jurisdiction solely for the purpose of enforcement of the Settlement Agreement.

2. Pursuant to the Settlement Agreement referenced above, Race-Mart, Inc. has fully released and forever discharged Defendants from any and all claims relating to any action arising from or out of Defendants' hiring of a third party to create content for all websites owned or controlled by Defendants including, but not limited to, <www.autoplicity.com>, and <www.discountperformanceauto.com>, <www.thmotorsport.com> (collectively, "Defendants' Sites").

3. Defendants represent and warrant that as of May 15, 2013, they have removed all uses of RMI's trademarks, images, or any other property owned by RMI including, but not limited to, text and metadata (collectively, "RMI's IP") from Defendants' Sites.

4. In light of the foregoing and the mutual covenants contained in the Settlement Agreement, both parties consent to and agree that Defendants, including their officers,

agents, servants, employees, attorneys, or other party acting on their behalf, shall be Permanently Enjoined from:

(a) Using any of RMI's IP, without RMI's authorization, on any of Defendants' Sites;

(b) marking or advertising any products on any third party sites including, but not limited to, eBay, Amazon, and Google Shopping with any of RMI's IP; and

(c) using RMI's IP without authorization.

5. Each party shall bear its own respective costs and attorney fees.

6. This Stipulated Order to Dismiss shall terminate this litigation subject to the Court's retention of jurisdiction to enforce the Settlement Agreement.

IT IS SO STIPULATED,

FOR PLAINTIFF

FOR DEFENDANTS

/s/ NAR
Natalie A. Remien
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ENTER ORDER:

United States District Judge

Date: _____